<u>**REMARKS/ARGUMENTS**</u>

Claims 1-29 are all the claims currently pending in the application. Based on the following remarks, Applicant requests reconsideration of the application and allowance of the claims.

I.   Objection of Claims

Claims 9 and 10 are objected to because of alleged informalities. Specifically, the Examiner objects to claim 9 and asserts that the claim recitation "is based change[s]" should be replaced with "is changes" or "is based on change." (See pg. 2 of the Office Action) Applicant respectfully disagrees. As pointed out in the Amendment dated November 16, 2006, claim 9 as currently recited conforms with proper English grammar and the recitations therein are clear and a skilled artisan understands the meaning of the recitations of claim 9 without requiring further explanation. In contrast to claim 9, as noted in the Amendment dated November 16, 2006, adoption of the Examiner's suggestions do not comport with principles of English grammar. The Examiner has not addressed this position presented in the Amendment dated November 16, 2006 and instead merely repeats verbatim the same objection presented on page 2 of the Office Action dated May 8, 2006. For at least the reasons set forth above, as well as in the Amendment dated November 16, 2006, Applicant again respectfully requests the Examiner to reconsider and withdraw the objection to claim 9.

With respect to claim 10, the Examiner objects to claim 10 and suggests that the recitation "is based [is] assumed" should be replaced with "based on assumed." (See *id.*) As pointed out in the Amendment dated November 16, 2006, claim 10 as currently recited conforms with proper English grammar, and is in the proper format required by the MPEP, which guides the Examiner in such matters. Claim 10 as currently recited is clear and a skilled artisan clearly understands the scope of claim 10 without requiring further explanation. In contrast to claim 10, and as pointed out in the Amendment dated November 16, 2006, the Examiner's suggested amendments are not in a form commensurate with proper English grammar and would render claim 10 indefinite and if adopted it changes the meaning of the claim. The Examiner has not responded to the argument set forth above and in the Amendment dated November 16, 2006. Instead, the Examiner repeats verbatim the reasons for objecting to claim 10 on page 2 of the

Office Action dated May 8, 2006. For at least the foregoing reasons, Applicant respectfully requests the Examiner to reconsider and withdraw the objection to claim 10.

II. Rejection of Claims Under 35 U.S.C. § 112, Second Paragraph

Claims 1-29 stand rejected under 35 U.S.C. § 112, second paragraph as being allegedly indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. In rejecting claim 1, the Examiner alleges that claim 1 is indefinite because "it is not clearly understood what is going to be changed … and it is not clearly indicated base[d] on what information … (i.e., system performance, load, quality of service, or the configuration of the servers or client)." (See pg. 3 of the Office Action) Applicant respectfully disagrees.

Applicant points out that at least page 9, lines 16-20 of the specification describes an exemplary non-limiting embodiment relating to load balancing and subsystem migration between a client and server based on the system being balanced. Additionally, at least page 12, lines 19-23 describes an exemplary non-limiting embodiment wherein any measure of "load, quality of service, or other system performance can be used as the basis for making [a] load-balancing determination to decide whether to move the location of a process from client to server or vice versa." Claim 1 clearly recites that the "*location* at which the process is performed can be *changed* between server and client …" As such, a skilled artisan clearly understands what is going to be changed (i.e., location) in light of the specification as well as the clear meaning of the recitations of claim 10 without requiring further explanation. Additionally, MPEP § 2173.04, which guides the Examiner in such matters, explains that "[b]readth of a claim is not to be equated with indefiniteness." Claim 1 recites "making a *load-balancing determination* as to whether the process should be run at the server or client." As such, contrary to the Examiner's general allegation, claim 1 recites the basis relating to whether the process should be run at the server or client, i.e., a load-balancing determination. Applicant is not required to limit the scope of claim 1, by reciting that the load-balancing determination is based on any particular information such as "system performance, load, quality of service, or the configuration of the servers or clients," as suggested by the Examiner.

Applicant notes that MPEP § 707.07(f) requires that "[w]here the applicant traverses any rejection, the [E]xaminer should, if he or she repeats the rejection, take note of the applicant's argument and <u>answer the substance of it</u>." The substance of the above arguments was set forth on page 1 of the Amendment dated November 16, 2006, however, contrary to the requirements of MPEP § 707.07(f), the Examiner has not responded to Applicant's arguments set forth above and at page 1 of the Amendment dated November 16, 2006. To the contrary, the grounds of rejection merely repeats verbatim the reasons for rejecting claim 1 due to indefiniteness on pages 2-3 of the Office Action dated May 8, 2006. Applicant therefore respectfully submits that those arguments remain rebutted, and requests the Examiner to reconsider and withdraw the § 112, second paragraph rejection of claim 1 and its dependent claims 2-29.

III.   Rejection of Claims Under 35 U.S.C. § 103(a)

Claims 1-26 and 28-29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Fields et al. (U.S. Patent 6,128,655; hereinafter "Fields") in view of Ando (U.S. Patent 6,678,715 B1; hereinafter "Ando").

Claim 1 requires, "[a] client-server computing process … comprising: … responding to the request at the server by returning information to the client, wherein the information returned goes through at least parsing, layout, and rendering *processes* before being displayed at the client; configuring software carrying out at least one of the *parsing and layout processes* so that the *location* at which the process is performed can be *changed* between *server* and *client* at run time; making a *load-balancing determination* as to whether *the process* should be *run at the server or client …*"

Applicant respectfully submits that the combination of Fields and Ando does not teach or suggest at least the above features of claim 1. In contrast to claim 1, Fields merely relates to an "automated system for replicating published web content and associated advertisements in the context of a hosting web site." (Abstract) The Examiner merely relies on column 3, lines 2-14, column 4, lines 33-63 and column 17, lines 55-67 of Fields as teaching initiation of a request at a client, communicating the request to a server and "responding to the request at the server by returning information to the client, wherein the information returned goes at least parsing, layout and rendering processes before being displayed at the client." (See pg. 4 of the Office Action)

Even assuming *arguendo*, that the cited portion of Fields discloses the features above, as suggested by the Examiner, the combination still does not teach or suggest all of the features of claim 1. The Examiner correctly concedes that Fields does not teach or suggest all of the features of claim 1. However, the Examiner relies on Ando to make up for the deficiencies of Fields. Applicant respectfully disagrees.

In contrast to claim 1, Ando, either alone or in combination with Fields, at best, discloses, a client host that issues a request for a process, and a server host 2 for executing the process. Ando, explains that an execution position decision section 15 may receive the request and decide whether a server component 5, such as "a process or group of processes that execute the process requested by the client host," should be executed on the client host 1 or the server host 2 such that the execution position of the requested process may be changed. (See Abstract; Col. 9, lines 13-15 & FIG. 2 of Ando) Further, Ando, at best, describes the process as a "software structure." (Col. 2, lines 19-20 of Ando) Even assuming *arguendo* that the execution position decision section 15 uses load information to determine if the server component 5 should be run on the client host or the server host, as suggested by the Examiner the combination still does not teach or suggest the features of claim 1. Nowhere in Ando, either alone or in combination with Fields is there any teaching or suggestion relating to the server component or processes disclosed therein being "at least parsing, layout and rendering processes," as claimed, and as such there is no teaching or suggestion relating to "configuring ... software carrying out at least one of the *parsing and layout processes* so that the *location* at which *the process* is performed can be *changed* between server and client at run time," as required by claim 1.

Ando, either alone or in combination with Fields, at best, discloses run time variation of a location at which a process runs. However, Ando in combination with Fields, is altogether silent and does not teach or suggest that such run time changes be made in the location at which parsing, layout and rendering processes (for example as found in a browser) are run. Merely because run time changes in location had been used in other software environments, with other software processes does not make it obvious that parsing, layout and rendering processes could be, or should be located between a server or a client, as required by claim 1. As noted in at least page 7, lines 23-25 of the specification, skilled artisans clearly understand that in the "prior art, the distribution of processes between the web browser client and web browser server was fixed"

and was not varied at run time. (emphasis added) In this regard, skilled artisans understand that in "prior-art web browsers, the interface between the client and server is <u>fixed</u>, having been <u>determined by the design</u> of the browser." (emphasis added)

In view of the above, processes such as parsing, layout, and rendering were always run either at the client or at the server. The Fields reference and others addressing what the prior art did with parsing, layout and rendering processes demonstrates that the prior art did not appreciate that the location at which such processes are run could be changed at run time. Nor did Ando, either alone or in combination with Fields, appreciate that the location of parsing, layout and rendering processes could be changed between a client and a server, as required by claim 1. As such, the Ando and Fields references both fail to teach or suggest "configuring software carrying out at least one of the *parsing and layout processes* so that the *location* at which the process is performed can be *changed* between server and client at run time," as required by claim 1.

Moreover, there is simply no expressed or implied teaching or suggestion, for the Examiner's proposed combination, in either Ando or Fields, either alone or in combination, or in the general knowledge available to one of ordinary skill in the art without resorting to impermissible hindsight. (MPEP § 2143.01) Fields relates to replicating published web content and associated advertisements and Ando does not teach or suggest changing the location of parsing, and layout processes between a client and a server as noted above. As such, the only possible motivation for the Examiner's proposed combination is Applicant's own disclosure, the reliance on which constitutes impermissible hindsight reconstruction under MPEP § 2143 (See also *In re Vaeck*, 20 USPQ 1438 (Fed. Cir. 1991)).

Based on at least the foregoing reasons, Applicant submits that the combination of Fields and Ando are deficient and do not teach or suggest all of the features of claim 1. Applicant therefore respectfully requests the Examiner to reconsider and withdraw the § 103(a) rejection of claim 1 and its dependent claims 2-29.

IV.   Rejection of Claim Under 35 U.S.C. § 103(a)

Claim 27 is rejected under 35 U.S.C. 103(a) as being unpatentable over Fields in view of Ando and further in view of Rossmann (U.S. Patent 6,119,155 B1; hereinafter "Rossmann"). Applicant respectfully traverses this rejection for at least the following reasons.

As discussed above, the combination of Fields and Ando is deficient vis-à-vis independent claim 1 and Rossmann does not compensate for the deficiencies of Fields and Ando. Applicant therefore respectfully requests the Examiner to reconsider and withdraw the § 103(a) rejection of dependent claim 27. With further regard to claim 27, Applicant submits that claim 27 recites independently patentable subject matter given that the combination of Fields, Ando and Rossmann fails to teach or suggest "at least parsing, layout and rendering processes" are pre-configured on the clients and server, so that they may be run on demand, by activating one of the parsing and layout processes on one of the client and server, and deactivating the same one of the parsing and layout processes on the other of the client and server, approximately simultaneously, as required by claim 27. In rejecting claim 27, the Examiner correctly concedes that Fields in combination with Ando fails to teach or suggest that at least parsing, layout, and rendering processes may be run on demand, by activating a process on one of the client and server, and deactivating the corresponding process on the other of the client and server, approximately simultaneously, as required by claim 27. (See pg. 10 of the Office Action) However, the Examiner cites to column 13, lines 3-22 and column 14, lines 8-43 of Rossmann to make up for the deficiencies of Fields and Ando. Applicant respectfully disagrees.

The cited portion of Rossman, either alone or in combination with Fields and Ando, at best, discloses the manner in which a client module 146 examines if a request just entered is a compound request. "If the client module 146 finds that the received request has more than one digit, the client module processes the request as usual … but [i]f the client module 146 finds the received request has more than one digit[], a parsing process is activated to parse the compound request into individual requests." (Col. 13, lines 3-22) Rossmann, either alone or in combination with Fields and Ando, also at best, describes that the request could also be transmitted to a server and parsed by the server module. (See id.) Column 14, lines 8-43 of Rossmann, also at best discloses the parsing process of a compound request at the client module

146. <u>Nowhere</u> in the cited portion or any other portion of Rossman in combination with Fields and Ando is there any teaching or suggestion relating to any processes that may be run on demand, by activating a process on one of the client module 146 and the server module disclosed therein, and deactivating the corresponding process on the other of the client module 146 and the server module, approximately simultaneously, as required by claim 27 in combination with other recitations of the claims. Rossmann either alone or in combination simply does not teach any activation or deactivation of processes on the client module and the server module disclosed therein. The Examiner is giving the combination of references credit for more than they actually teach.

For at least the foregoing reasons, the combination of Fields, Ando, and Rossman are deficient and do not teach or suggest all of the features of claim 27. Applicant therefore respectfully requests the Examiner to reconsider and withdraw the § 103(a) rejection of dependent claim 27 for this additional reason.

V.   Conclusion

In view of the foregoing remarks, Applicant respectfully submits that all of the claims of the present application are in condition for allowance. It is respectfully requested that a Notice of Allowance be issued in due course. Examiner Truong is encouraged to contact Applicant's undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required

therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

Cory C. Davis
Registration No. 59,932

Customer No. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Charlotte Office (704) 444-1000
Fax Charlotte Office (704) 444-1111

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